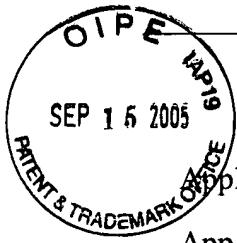


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### TERMINAL DISCLAIMER UNDER 37 CFR § 1.321

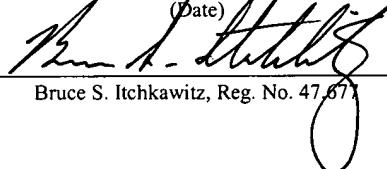
Applicant : Wang et al.  
App. No : 09/974,725  
Filed : October 9, 2001  
For : SOL-GEL PROCESS UTILIZING  
REDUCED MIXING  
TEMPERATURES  
Examiner : Daniel S. Metzmaier  
Art Unit : 1712

#### CERTIFICATE OF MAILING

I hereby certify that this correspondence and all marked attachments are being deposited with the United States Postal Service as first-class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on

September 13, 2005

(Date)

  
Bruce S. Itchkawitz, Reg. No. 47,671

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

#### *Disclaimer by Assignee With Regard to Application No. 10/215,353*

Assignee, Simax Technologies, Inc. ("Assignee"), hereby disclaims, except as provided below, the terminal part of any patent granted on U.S. Patent Application No. 09/974,725 which would extend beyond the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 10/215,353, and hereby agrees that any patent so granted on U.S. Patent Application No. 09/974,725 shall be enforceable only for and during such period that U.S. Patent Application No. 09/974,725 and any patent issuing from U.S. Patent Application No. 10/215,353 are co-owned. This agreement extends to any patent granted on U.S. Application No. 09/974,725 and shall be binding on its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on U.S. Application No. 09/974,725 prior to the earlier of the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 10/215,353, and that of any patent issuing on U.S. Application No. 09/974,725 in the event that either one later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above.

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***Right of Assignee and Ownership With Regard to Application No. 10/215,353***

In accordance with 37 C.F.R. § 3.73(b), Assignee represents that it is the owner of a 100 percent interest in U.S. Patent Application No. 09/974,725 and co-owned, U.S. Patent Application No. 10/215,353. The assignment of U.S. Patent Application No. 10/215,353 is recorded at Reel No. 013462, Frame No. 0001 by the Assignment Branch of the Patent and Trademark Office. The Assignee represents that, to the best of Assignee's knowledge and belief, title is in the Assignee seeking to take action.

***Disclaimer by Assignee With Regard to Application No. 10/215,162***

Assignee, Simax Technologies, Inc. ("Assignee"), hereby disclaims, except as provided below, the terminal part of any patent granted on U.S. Patent Application No. 09/974,725 which would extend beyond the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 10/215,162, and hereby agrees that any patent so granted on U.S. Patent Application No. 09/974,725 shall be enforceable only for and during such period that U.S. Patent Application No. 09/974,725 and any patent issuing from U.S. Patent Application No. 10/215,162 are co-owned. This agreement extends to any patent granted on U.S. Application No. 09/974,725 and shall be binding on its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on U.S. Application No. 09/974,725 prior to the earlier of the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 10/215,162, and that of any patent issuing on U.S. Application No. 09/974,725 in the event that either one later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above.

***Right of Assignee and Ownership With Regard to Application No. 10/215,162***

In accordance with 37 C.F.R. § 3.73(b), Assignee represents that it is the owner of a 100 percent interest in U.S. Patent Application No. 09/974,725 and co-owned, U.S. Patent Application No. 10/215,162. The assignment of U.S. Patent Application No. 10/215,162 is recorded at Reel No. 013497, Frame No. 0069 by the Assignment Branch of the Patent and

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Trademark Office. The Assignee represents that, to the best of Assignee's knowledge and belief, title is in the Assignee seeking to take action.

***Disclaimer by Assignee With Regard to U.S. Patent No. 6,928,220***

Assignee, Simax Technologies, Inc. ("Assignee"), hereby disclaims, except as provided below, the terminal part of any patent granted on U.S. Patent Application No. 09/974,725 which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,928,220, and hereby agrees that any patent so granted on U.S. Patent Application No. 09/974,725 shall be enforceable only for and during such period that U.S. Patent Application No. 09/974,725 and U.S. Patent No. 6,928,220 are co-owned. This agreement extends to any patent granted on U.S. Patent Application No. 09/974,725 and shall be binding on its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on U.S. Patent Application No. 09/974,725 prior to the earlier of the expiration date of the full statutory term of U.S. Patent No. 6,928,220, and that of any patent issuing on U.S. Patent Application No. 09/974,725 in the event that either one later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above.

***Right of Assignee and Ownership With Regard to U.S. Patent No. 6,928,220***

In accordance with 37 C.F.R. § 3.73(b), Assignee represents that it is the owner of a 100 percent interest in U.S. Patent Application No. 09/974,725 and co-owned, U.S. Patent No. 6,928,220, by virtue of an assignment recorded at Reel No. 012722, Frame No. 0498 by the Assignment Branch of the Patent and Trademark Office. The Assignee represents that, to the best of Assignee's knowledge and belief, title is in the Assignee seeking to take action.

***Disclaimer by Assignee With Regard to Application No. 11/115,071***

Assignee, Simax Technologies, Inc. ("Assignee"), hereby disclaims, except as provided below, the terminal part of any patent granted on U.S. Patent Application No. 09/974,725 which would extend beyond the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 11/115,071, and hereby agrees that any patent so granted on U.S. Patent Application No. 09/974,725 shall be enforceable only for and during such period that U.S. Patent

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Application No. 09/974,725 and any patent issuing from U.S. Patent Application No. 11/115,071 are co-owned. This agreement extends to any patent granted on U.S. Application No. 09/974,725 and shall be binding on its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on U.S. Application No. 09/974,725 prior to the earlier of the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 11/115,071, and that of any patent issuing on U.S. Application No. 09/974,725 in the event that either one later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above.

***Right of Assignee and Ownership With Regard to Application No. 11/115,071***

In accordance with 37 C.F.R. § 3.73(b), Assignee represents that it is the owner of a 100 percent interest in U.S. Patent Application No. 09/974,725 and co-owned, U.S. Patent Application No. 11/115,071. The assignment of U.S. Patent Application No. 11/115,071 is recorded at Reel No. 012980, Frame No. 0358 by the Assignment Branch of the Patent and Trademark Office. The Assignee represents that, to the best of Assignee's knowledge and belief, title is in the Assignee seeking to take action.

***Disclaimer by Assignee With Regard to Application No. 10/771,176***

Assignee, Simax Technologies, Inc. ("Assignee"), hereby disclaims, except as provided below, the terminal part of any patent granted on U.S. Patent Application No. 09/974,725 which would extend beyond the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 10/771,176, and hereby agrees that any patent so granted on U.S. Patent Application No. 09/974,725 shall be enforceable only for and during such period that U.S. Patent Application No. 09/974,725 and any patent issuing from U.S. Patent Application No. 10/771,176 are co-owned. This agreement extends to any patent granted on U.S. Application No. 09/974,725 and shall be binding on its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on U.S. Application No. 09/974,725 prior to the earlier of the expiration date of the full statutory term of any patent issuing from U.S. Patent Application No. 10/771,176, and that of any patent issuing on U.S. Application

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No. 09/974,725 in the event that either one later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above.

***Right of Assignee and Ownership With Regard to Application No. 10/771,176***

In accordance with 37 C.F.R. § 3.73(b), Assignee represents that it is the owner of a 100 percent interest in U.S. Patent Application No. 09/974,725 and co-owned, U.S. Patent Application No. 10/771,176. The assignment of U.S. Patent Application No. 10/771,176 is recorded at Reel No. 015466, Frame No. 0108 by the Assignment Branch of the Patent and Trademark Office. The Assignee represents that, to the best of Assignee's knowledge and belief, title is in the Assignee seeking to take action.

***Empowerment of Attorney***

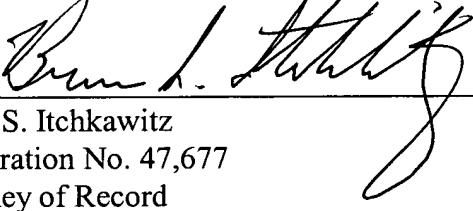
Pursuant to 37 C.F.R. 1.321(a) the undersigned attorney of record is empowered to act on behalf of the Assignee, by virtue of a Power of Attorney.

This Terminal Disclaimer is accompanied by the \$65 fee set forth in 37 C.F.R. § 1.20(d).

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR LLP

Date: 8/13/05

  
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Attorney of Record  
Customer No. 20,995  
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